

EXTRAORDINARY SESSION

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, November 16, 2009, beginning at 6:30 o'clock p.m. with Commission Vice Chairman Gwen Flowers-Taylor presiding and Commissioners Eddie L. Freeman, Bob Gilreath and David Phillips present. Absent was Commissioner Edward Goss, Jr. Also present were County Manager William P. Wilson, Jr., Assistant to the County Manager Paul Van Haute, County Attorney James R. Fortune, Jr. and Teresa Watson to record minutes.

- I. OPENING (CALL TO ORDER) – Chairman Edward Goss, Jr.**
- II. INVOCATION – Reverend Clay Padgett, Crown Center Church**
- III. PLEDGE TO FLAG – Led by Commissioner David Phillips**
- IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION – N/A**
- V. PRESENTATION OF FINANCIAL STATEMENTS – N/A**
- VI. CITIZENS COMMENTS – N/A**
- VII. PUBLIC COMMENT – N/A**

Speakers must state their names and addresses and direct all comments to the Board only. Speakers will be allotted 5 minutes to speak on topics pertinent to the Board's jurisdiction. No speaker will be allowed to readdress the Board without express consent from a Board member. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

VIII. MINUTES

1. Consider approval of Minutes of the November 2, 2009 Regular Monthly Meeting.

Motion/second to approve by Commissioners Freeman and Phillips carried 4-0.

IX. CONSENT AGENDA

1. Consider, on second reading, Ordinance #2009-18 Traffic Control Devices to amend Part VII, Section 7-1007(a) – Four-way stop intersection designated: To provide for removal of a four-way stop designation at South 6th Street and County Line Road.

SPALDING COUNTY, GEORGIA
FOUR-WAY STOP
ORDINANCE NO. 2009-18
AN ORDINANCE

TO AMEND THE CODE OF SPALDING COUNTY, GEORGIA, TO PROVIDE FOR FOUR-WAY STOP INTERSECTION ON CERTAIN COUNTY ROADS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT RESOLVED AND ORDAINED by the Board of Commissioners of Spalding County, Georgia, as the governing authority of said County, as follows:

Section 1. That the Code of Spalding County, Georgia, be amended in Part VII, Chapter 1, Section 7-1007, Traffic Control Devices, paragraph (A) Four-Way Stop Intersection Designation, by deleting subparagraph (25) as follows:

“(25) South 6th Street at County Line Road.”

Section 2. The within ordinance shall be and become effective immediately upon its adoption by the affirmative vote of a majority of the members of the Board of Commissioners of Spalding County, Georgia present at two meetings, as provided in Section 2-1005 of the Code of Spalding County, Georgia; and, upon the removal of signs as required herein by the public works forces of Spalding County, Georgia.

Section 3. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

Motion to approve Consent Agenda by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 4-0.

X. OLD BUSINESS – N/A

XI. NEW BUSINESS

1. Consider Frequency Reconfiguration Agreement with Nextel South Corporation.
*Motion/second to approve by Commissioners Freeman and Phillips carried by a vote of 4-0.
Contract is on file.*
2. Consider approval of change order with Harris Communications relative to radio model selections for the 800 MHz Communication System.
Motion/second to approve by Commissioners Phillips and Gilreath carried by a vote of 4-0.
3. Consider approval of 2010 new Alcohol Beverage License – Wholesale Distributor: Georgia Craft Distributing, LLC – 1606 Old Atlanta Road – Beer Only – J & L Ventures d/b/a Jackson Beverages, LLC – 915 South Pine Hill Road – Beer Only.
Motion/second by Commissioners Phillips/Freeman to approve Georgia Craft Distributing carried 4-0.
Motion/second by Commissioners Freeman/Gilreath to approve J & L Ventures carried 4-0.
4. Consider approval of 2010 renewal Alcohol Beverage License – Retail Package Stores:
 - Prakash I. Patel d/b/a 19/41 Package Store, 2004 N. Expressway – Beer, Wine & Liquor
Motion/second to approve by Commissioners Freeman/Phillips carried by a vote of 3-1 with Commissioner Gilreath opposing.
 - Akshaya H. Patel d/b/a Carver Package Store, 1557D Williamson Road – Beer, Wine & Liquor
Motion/second to approve by Commissioners Freeman/Phillips carried 4-0.
 - Raymond J. Beaugrand d/b/a Fatzo’s Bottle Shop, 2625 N. Expressway – Beer, Wine & Liquor
*Motion/second to approve by Commissioners Freeman/Phillips. Motions were withdrawn.
Motion/second by Commissioners Freeman/Gilreath to table until it can be determined if the business has moved, thereby vacating the existing license, carried by a vote of 4-0.*
 - Diand Suk Choi d/b/a Sam’s Package Store, 1301 N. Hill Street – Beer, Wine & Liquor
Motion/second to approve by Commissioners Phillips/Gilreath carried 4-0.
 - Sotetra Kong d/b/a The Liquor Gate, 1740 Zebulon Road – Beer, Wine & Liquor
Motion/second to approve by Commissioners Phillips/Freeman carried 4-0.
5. Consider approval of 2010 renewal Alcohol Beverage License – Consumption on Premises:-
 - Jimmy R. Allen d/b/a Big Jim’s Wing Shack, 1557 Williamson Road – Beer & Wine
Motion/second to approve by Commissioners Phillips/Freeman carried 4-0.
 - Timothy R. Butler d/b/a Griffin Moose Lodge #1503, 1435 Zebulon Rd. – Beer, Wine & Liquor
Motion/second by Commissioners Phillips/Freeman to approve carried 4-0.
 - Joe Lee Mathis d/b/a JJ’s Restaurant & Lounge, 2043 Highway 16 West – Beer & Liquor
Motion/second by Commissioners Freeman/Phillips to approve carried 4-0.
 - Lynette Daniel d/b/a Pearl’s Palace, 3931 N. Expressway – Beer, Wine & Liquor
Motion/second to approve by Commissioners Phillips/Freeman carried by a vote of 4-0.
 - Stoerkel Enterprises, LLC d/b/a Southside Grill (aka Rio Vista Catfish & Seafood), 1742 Zebulon Rd. – Beer
Motion/second to approve by Commissioners Phillips/Freeman carried 4-0.
 - Sequoia Golf Peachtree, LLC d/b/a Sun City Peachtree Golf Club, 250 Dell Webb Blvd. – Beer, Wine & Liquor
Motion/second to approve by Commissioners Freeman/Phillips carried by a vote of 4-0.
6. Consider approval of 2010 new Alcohol Beverage License – Consumption on Premises:
 - Stoerkel Enterprises, LLC d/b/a Southside Grill (aka Rio Vista Catfish & Seafood), 1742 Zebulon Rd. – Wine

Motion/second to approve by Commissioners Phillips/Freeman carried 4-0.

7. Consider approval of Griffin-Spalding Hospital Authority for allocation of 2009 funds for the following projects: Board of Health (flu shots) \$25,000; Board of Health (children's dental) \$150,000; Board of Health (adult dental) \$35,000; and Board of Health (medical clinic) \$200,000.

Motion/second to approve Griffin-Spalding Hospital Authority 2009 allocations by Commissioners Phillips/Freeman carried 4-0.

8. Consider authorizing payment of the quarter-mill recovery assessment levied by the Georgia Department of Revenue.

Tim Whalen, Chief Tax Appraiser, Spalding County Tax Assessors

Mr. Whalen noted that 47 counties in the state fell below the 36% threshold and were levied a fine. The penalty encompasses back to the full 40%. This fine is based on the conditional approval of the 2008 county digest and amounts to \$50,973, which is the difference between the amount the state's levy of one-quarter of a mill would have produced if the digest had been corrected to 40% of fair market value and the amount of the digest that is actually used for collection purposes. Spalding County was penalized last in the early 1990s. There is a three-year time limit for corrective action, and we should budget for the same penalty in the upcoming year, but the revaluation effort should correct the problem.

Motion/second by Commissioners Freeman/Phillips to approve payment of the quarter-mill recovery assessment levied by the Georgia Department of Revenue for \$50,973 carried by a vote of 3-1 with Commissioner Gilreath opposing.

9. Consider approval of the Community Services Development Block Grant (CSBG) Program contract with the Georgia Dept. of Human Resources for FY 2010 for \$118,434.

Motion/second by to approve the FY 2010 CSBG Program contract by Commissioners Phillips/Freeman carried by a vote of 4-0. Contract is on file.

10. Consider approval of road additions to the previously authorized South System III Expansion Project (Thomaston to Griffin) for Southern Natural Gas for the following: County Line, Macon, Green Valley and Rehoboth Roads.

Motion/second to approve road additions to the previously authorized South System III Expansion Project (Thomaston to Griffin) for Southern Natural Gas for the following: County Line, Macon, Green Valley and Rehoboth Roads by Commissioners Phillips/Freeman carried 4-0.

11. Consider approval of Dispatch Communication Services Agreement with Tenet HealthSystem Spalding, Inc. for Emergency Medical Services.

DISPATCH COMMUNICATION SERVICES AGREEMENT

THIS DISPATCH COMMUNICATION SERVICES AGREEMENT ("Agreement") is made and entered into by and between Tenet HealthSystem Spalding, Inc., a Georgia corporation, doing Spalding Regional Medical Center ("Hospital") and Spalding County ("County").

RECITALS:

- A. Hospital is in need of certain dispatch and dispatch related services ("Services") for the Emergency Medical Services Department (hereinafter referred to as "EMS").
- B. County employs or otherwise contracts with individuals duly qualified and experienced in furnishing the Services (collectively "County Staff").
- C. Hospital and County desire to provide a full statement of their respective rights, obligations, and duties in connection with the provision of Services by County to Hospital.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Hospital and County, through the Emergency Communications Center ("Communications"), agree as follows:

1. COUNTY'S OBLIGATIONS.
 - a. Receive, process, and dispatch "Emergency Transport" calls for the EMS, according to standard operating procedures established by and agreed upon by both the EMS and Communications.

- b. Receive, process, and dispatch "Urgent Transport" calls for EMS, according to standard operating procedures established by and agreed upon by both the EMS and Communications.
 - c. Provide the EMS with "Response Numbers," also known as "Log" numbers.
 - d. Provide the EMS with required "Mileage" and associated "Times".
 - e. Provide the EMS with the "Dispatch Cards" which will contain dispatch information required for inclusion in the files of patients who are transported. These cards will be available for pick-up in a timely fashion on a daily basis.
 - f. Maintain continuous "Vehicle Location" status.
 - g. Provide the EMS with monthly data and statistical data, broken down by major services, to be consistent with the level of computer software currently utilized by Communications.
 - h. Allow authorized agents of the EMS to purchase computers, land mobile radios, pagers, portable radios, and other related equipment through Communications sources, as permitted by law.
 - i. Lease 800 MHz communications equipment to the Hospital for use by the EMS personnel during the term of this Agreement in accordance with the terms and conditions as agreed upon by the parties in a separate leasing agreement.
2. COUNTY'S COMPENSATION.
- a. Charges for services will be based upon the projected direct personnel costs for five (5) telecommunication positions, at job rate salary for the fiscal year in question, plus thirty two and eighty-six one-hundredths (32.86) percent of those salaries to adjust for fringe benefit costs and overtime pay. It is agreed to assume that EMS related calls will require approximately 1/2 position each shift, and that a factor of fifty (50) percent should be applied to the total of those projected direct personnel costs plus fringe benefits and overtime pay for those five dispatch positions.
 - b. These fees will be phased in over a five year period, as indicated below:
 - (1) Fiscal Year 2007 (July 1, 2006 - June 30, 2007):
 $5 \times \$26,181 = \$130,905 \times 1.337 = \$175,020 \times .500 = \$87,510.00$
 - (2) Fiscal Year 2008 (July 1, 2007 - June 30, 2008):
 $5 \times \$27,228 = \$136,141 \times 1.337 = \$182,021 \times .500 = \$91,010.00$
 - (3) Fiscal Year 2009 (July 1, 2008 - June 30, 2009):
 $5 \times \$28,317 = \$141,587 \times 1.337 = \$189,302 \times .500 = \$94,651.00$
 - (4) Fiscal Year 2010 (July 1, 2009 - June 30, 2010):
 $5 \times \$29,291 = \$146,455 \times 1.3286 = \$194,280 \times .500 = \$97,290.00$
 - (5) Fiscal Year 2011 (July 1, 2010 - June 30, 2011):
 $5 \times \$29,291 = \$146,455 \times 1.3286 = \$194,280 \times .500 = \$97,290.00$

Total Fees: \$467,751
 - c. Payments for the above dispatch services shall be remitted on a quarterly basis, in the amount of \$21,877.00, with the first payment due on September 30, 2006. Subsequent quarterly payments will be due on December 31, 2006, March 31, 2007, and June 30, 2007. Such payments shall be made to Spalding County, Georgia, and deposited and accounted for in the Spalding County Emergency Telephone System Fund.
 - d. At the end of each fiscal year for the duration of the Term of this Agreement, an assessment will be made to assure that, based on "call volume load", charges made to the EMS for dispatch services rendered by the County reflect costs realized to provide those services. Necessary adjustments can be effected upon mutual consent by both parties and if this agreement is amended, would become effective on the first day of each fiscal year from FY 2007 to FY 2011.
3. TERM. The term of the Agreement ("Term") shall be five (5) years, commencing July 1, 2006, unless sooner terminated as provided in this Agreement.
4. TERMINATION.

- a. Termination Without Cause. Either party may, in its sole discretion, terminate this Agreement without cause by giving the other party at least one hundred eighty (180) days' prior written notice.
 - b. Termination for Breach. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
 - c. Immediate Termination by Hospital. Hospital may terminate this Agreement immediately by written notice to County upon the occurrence of any of the following: (i) breach by County or any County Staff of any of the confidentiality provisions hereof; (ii) failure by County to maintain the insurance required under this Agreement; (iii) closure of Hospital, cessation of the patient care operations or sale of Hospital or of all, or substantially all, of Hospital's assets; or (iv) County or any of County Staff's conviction of a criminal offense related to health care or County or any County Staff's listing by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.
 - d. Termination for Changes in Law. In the event that any governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, "Legal Event"), which a party (the "Noticing Party") reasonably believes (i) materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to present a bill or claim, or to receive payment or reimbursement from any governmental or non-governmental payor, or (ii) indicates a Legal Event with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other party thirty (30) days prior written notice of its intent to amend or terminate this Agreement. Notwithstanding the foregoing, the Noticing Party may propose an amendment to the Agreement to take into account the Legal Event, and, if accepted by the other party prior to the end of the thirty (30) day notice period, the Agreement shall be amended as of the date of such acceptance and if not amended shall automatically terminate.
 - e. Effect of Termination. As of the effective date of termination of this Agreement, neither party shall have any further rights nor obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Agreement.
5. COUNTY'S STATUS. In performing the Services, County and County Staff are acting as independent contractors, and neither County nor County Staff shall be considered an employee of Hospital. Hospital shall not exercise any control or direction over the manner or method by which County provides the Services. However, County shall require all County Staff to perform at all times in accordance with currently approved methods and standards of practice for Services in the medical community. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.
 6. INSURANCE. County shall secure and maintain at all times during the Term, at County's sole expense, general liability insurance covering County, and County's Staff, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

Commercial General Liability covering bodily injury and property damage to third parties and including Products/Completed Operations, Blanket Contractual Liability, and Personal/Advertising Injury:
\$1,000,000 per occurrence; \$3,000,000 general aggregate
and
\$1,000,000 per occurrence Personal/Advertising Injury
\$3,000,000 Products/Completed Operations aggregate

Such insurance shall name Hospital as an additional insured and shall not be cancelable except upon 30 days' prior written notice to Hospital. Such coverage shall be primary and non-contributory. County shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions.

7. ACCESS TO BOOKS AND RECORDS. If the value or cost of Services rendered to Hospital pursuant to this Agreement is \$10,000 or more over a 12-month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, County agrees that at least for four (4) years after the furnishing of such Services, County shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States, or their respective duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. CONFIDENTIALITY. County and County Staff agree to maintain and hold as confidential and to not disclose the terms of this Agreement or any confidential or proprietary information that County or County Staff may be provided during the term of this Agreement to any other person (with the exception of County's or any County Staff's legal counsel, accountant or financial advisors), unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by Hospital. With respect to any patient or medical record information regarding Hospital patients, County and County Staff shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and its medical staff, regarding the confidentiality of such information, including, without limitation, all applicable provisions and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

9. ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW, COUNTERPARTS; NOTICES, WAIVER; BINDING EFFECT. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State and shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. County shall not assign or transfer, in whole or in part, this Agreement or any of County's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by County without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

10. NON-DISCRIMINATION. County agrees to treat in a nondiscriminatory manner any and all patients receiving medical benefits or assistance under any federal health care program.

11. COMPLIANCE OBLIGATIONS. County has received, read, understood, and shall abide by Tenet's Code of Conduct. The parties to this agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Anti-Kickback Statute and the Stark Law. A summary of Tenet's Compliance Program and a link to Tenet's policies and procedures shall be provided to County upon request. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and/or the Stark Law.

In confirmation thereof, we hereunto affix our signatures authorized representatives of the parties affected and obligated by this agreement, this 16th day of November 2009.

Tenet HealthSystem Spalding, Inc.
d/b/a Spalding Regional Medical Center

Spalding County Board of
Commissioners

Motion/second to approve by Commissioners Freeman/Phillips carried by a vote of 4-0.

XII. REPORT OF COUNTY MANAGER

- **Reminder:** Boxes are provided in the rear of this meeting room for the annual food drive for Five Loaves and Two Fish Food Pantry. Last year we collected slightly over one ton of food, and the goal this year is two tons. So, please remember to bring your donations; they are even more important in this year of devastating economy for our local citizens.
- Spalding County Parks and Recreation is proud to announce its annual “Festival of Lights” will be held on Tuesday, 11-24-09 at Airport Road Park. Free festivities begin at 6 and Santa will arrive at 7 p.m. Elf Training School, Frosty’s Flurries, Penguin Pass and the Santa Zone featuring S’more making, games, prizes, etc. Kick off the season by strolling with friends and family through the beautiful spectacle of lights and displays. Food will be available from local 4-H Club and there will be a Griffin Firefighters Toy Roundup receptacle where you can bring an unwrapped toy donation. Parking is at Roses; shuttle buses provided. Airport Road will be closed during the event. Great family outing. Chairman Goss and Commissioners Flowers-Taylor, Freeman and Gilreath to attend.
- Commissioners in the Christmas Parade on December 6, 2009, at 2:30 p.m. – Taylor Street route – will include Chairman Goss and Commissioners Flowers-Taylor, Freeman and Gilreath.
- County offices will be closed in observance of Thanksgiving, November 26-27.
- The ACCG 4th District Meeting held 11-9-09 at the Student Learning Center on the UGA Griffin Campus went very well. 51 in attendance and showcased the new facility to not only ACCG personnel but also the surrounding counties represented in our district.
- Follow-up to Commissioner Freeman’s request for info on Carver Road workers the last weekend of October who were not wearing vests ... Billy Elder, State Probation Officer, was notified of the problem, as these were State probationers and not local State Court probationers.
- Dedication ceremony for the L.B. Norton Fire Station at 765 Vaughn School Road has been scheduled for Friday, December 4, at 2 p.m.
- Chairman Goss and Commissioner Freeman would like to initiate an animal restraint district on School Road. Brent Foster, Paul and both commissioners are in agreement with the proposed restraint district (both because School Road bisects both Commission Districts); it will be on the December 7 agenda.
- Follow-up on accident victims from Public Works ... Officer Baldwin is back at work but still experiencing some problems and Officer Golden is not back at work yet but recovering at home.
- Follow-up on Commissioner Gilreath’s request to pursue hands-free, cell phone use Ordinance for the County: Mr. Wilson sent commissioners an email on this politically charged topic asking for guidance.
- Follow-up on Commissioner Gilreath’s inquiry about hard hats ... Mr. Wilson sent the Board an email from our risk management consultant on this matter.
- Senior Center update ... Several met with representatives of Community Development Partners this week, and there will be a presentation scheduled on the December 7 agenda for the Board.
- Traffic Logix speed trailers have been delivered and will be utilized shortly.
- Request of Joshua Kennedy regarding L.B. Norton FS property and his adjacent property, Mr. Wilson advised the County could not just sell him the property he desires, or even sell it to him outside the mandated parameters of declaring surplus and auctioning on the Courthouse steps. He suggested to Mr. Kennedy that he explore obtaining the desired acreage he needs in order to subdivide his property from other adjacent landowners.
- Parks and Recreation Department’s Annual Report was put in commissioners’ boxes for review.
- The Motor Coach touring bus was delivered today for Seniors and others.

XIII. REPORT OF COMMISSIONERS

Freeman

The ACCG 4th District Meeting at UGA Griffin Campus on November 9 was a resounding success. Twelve counties are in this district and most were represented. Good speakers presented much information.

Phillips

He wanted to convey that he appreciates the Sheriff’s Department and their thorough attention to detail.

Gilreath

He attended the best ACCG training to date in Dublin last week; the topic was City/County cooperation. He inquired about the subject he mentioned some time back on a tax break for seniors who are 65 to 70 years old. Mr. Wilson advised there was nothing done yet and this would require legislation; an email was sent out to the Board regarding this. Also mentioned, stated Commissioner Gilreath, was the possibility of the Sheriff's Office charging for inmates for being incarcerated. Mr. Wilson stated he thought that inquiry pertained to inmate medical and pharmacy costs. Commissioner Gilreath replied it was for all inmates being housed, and Mr. Wilson responded he would make some inquiries but it would be helpful to know who might have implemented such a program for modeling.

Flowers-Taylor

She noted that Chairman Goss was sick tonight. At the next Zoning Meeting or at an appropriate time, she wanted to bring back the Bowlin Grading application for the Board to revisit. Commissioner Phillips talked to Mr. Bowlin and he advised Mr. Bowlin that his attorney needed to get together with our zoning attorney. Commissioner Freeman agreed it would be good for the Board to revisit the issue. Commissioner Flowers-Taylor noted that more shortfalls in revenue were still to come. So, probably more residents will try to do business at their home property, and an ordinance would be needed to address this matter going forward. She noted that an early January retreat needs to happen in order to provide enough time to deal with all these budgetary concerns, and she has talked with Chairman Goss about this. She also asked earlier about resident Grace Starks who lives four houses away from Second Street and East McIntosh Street where she had inquired about a 4-way stop if possible. Speeders go probably 55 or greater, even though 35 is the posted limit. Perhaps the speed trailers can help justify some control device before someone gets hurt seriously in this area. Finally, she wanted to see some definitive action on the County Manager's contract. She has seen some papers generally being bandied about, but nothing concrete has yet to be done and there is only six weeks till year's end. She noted that the 45-day deadline imposed by the Board has already passed. Commissioner Freeman said he would be available to okay quickly, but it was determined that next Monday, November 23, at 10 a.m. would be the date and time for a Special Called Meeting to deal with this issue. It will be advertised appropriately, probably involve a Closed Meeting, and action recorded in Open Meeting.

XIV. ADJOURNMENT

Motion/second to adjourn by Commissioners Phillips/Freeman carried 4-0 at 7:30 p.m.

Chairman	County Clerk